



RECORDATION NO. 11481-^G FILED 1425
OCT 28 1996 -10 00 AM

The David J. Joseph Company

October 22, 1996

Mr. Vernon Williams
Recordations Unit
Surface Transportation Board
12th Street and Constitution Ave., NW
Washington, DC 20423

RECEIVED
SURFACE TRANSPORTATION
BOARD

OCT 28 9 58 AM '96

Dear Mr. Williams:

Enclosed is an original and one copy of the Trust Revocation and Trust Estate Conveyance Agreement dated as of October 7, 1996 between the following parties:

Owner: The David J. Joseph Company
300 Pike Street
Cincinnati, OH 45202

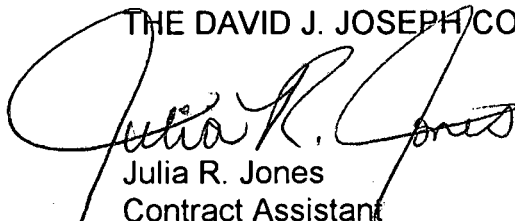
Trustee: First Security Bank, N.A.
79 South Main Street
Salt Lake City, UT 84111

Please see Exhibit B attached hereto for the Equipment involved in this transaction.

Please file this Agreement as a secondary document. The lease to which this document is connected to is recorded under Recordation No. 11481-B. The amount of \$22.00 is included in the enclosed check.

Sincerely,

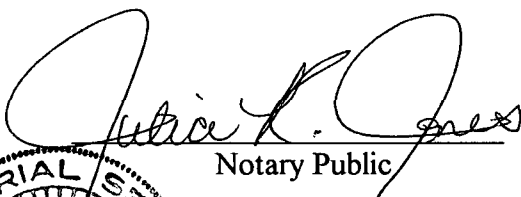
THE DAVID J. JOSEPH COMPANY


Julia R. Jones
Contract Assistant


Enclosures

CERTIFICATE

The undersigned, Julia Jones, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.


Notary Public

JULIA R. JONES
Notary Public, State of Ohio
My Commission Expires Feb. 27, 2000



TRUST REVOCATION AND TRUST ESTATE CONVEYANCE
AGREEMENT BETWEEN THE DAVID J. JOSEPH CO. AND FIRST
SECURITY BANK

11481-Q

Whereas On April 17, 1996 The David J. Joseph Company, a Delaware corporation ("Owner") purchased the entire beneficial interest under the trust (the "Trust") established by that Trust Agreement dated February 1, 1980 (the "Trust Agreement") by and between First Security State Bank, N.A., a financial services company of First Security Corporation, as successor to First Security State Bank, not in its individual capacity but solely as Trustee for the Owner, ("First Security") and the preceding owner, Schuler Industries, Inc. and;

Whereas, by virtue of the above referenced purchase the Owner is the sole beneficial owner of all Equipment (as defined in the Trust Agreement) moneys or other property, proceeds and rights of the Trust, and;

Whereas, Section 9.02 of the Trust Agreement provides that the Owner may at any time, upon delivery of written instructions to First Security, revoke the Trust and vest in itself title to the Equipment, moneys or other property, proceeds and rights comprising the Trust Estate (as defined in the Trust Agreement), including, without limitation, that lease of railcars as identified in Exhibit A hereto (the "Lease") and the railcars which are the subject of that lease as identified in Exhibit B hereto (the "Railcars");

Now therefore, Owner hereby revokes the Trust and vests in itself title to the Equipment, moneys, other property, proceeds and rights comprising the Trust Estate, including, without limitation, the Lease and Railcars, and First Security does hereby sell, assign and transfer unto the Owner and its successors and assigns, all of First Security's right, title, and interest in and to the Equipment and the entire Trust Estate, including, without limitation, the Lease and the Railcars.

Further, First Security hereby warrants to Owner, and Owner's successors and assigns, as follows.

1. That First Security is the lawful owner of the entire Trust Estate and has good, valid, and merchantable title thereto, free and clear of any charge, lien, encumbrance, or other claim or interest of any nature whatsoever, except for the rights of the lessee under the Lease.
2. That First Security has full power and authority to convey the entire Trust Estate to Owner;
3. That First Security has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Equipment and/or any portion of the Trust Estate, or any interest therein, to any other person or entity;

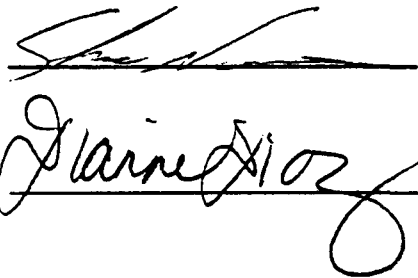
4. That First Security has performed, paid, satisfied and fulfilled all obligations under the Trust documents (as defined in the Trust Agreement) first arising or occurring on or before the date hereof.

Owner hereby assumes all obligations of First Security under the Trust documents (as defined in the Trust Agreement) first arising after the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 7th day of October, 1996.

WITNESS:
services

First Security Bank, N.A., a financial
company of First Security Corporation,
as successor to First Security State
Bank, Trustee
Under Agreement dated February 1, 1980



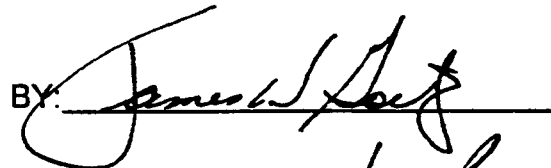
BY: John C. L.

TITLE: Vice President

WITNESS:

The David J. Joseph Company



BY: 

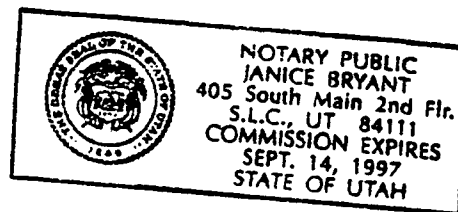
Linda M. Rauchman TITLE: D.V. Senior Vice President

STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS:

On this _____ day of _____, 1996, before me the subscriber, Janice Bryant, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Val T. Orton to me personally known, who stated and acknowledged ^{that} ~~he~~ is the Vice President of ~~First Security Bank, National Association~~ a national bank association, a national bank association corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge this Agreement for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1996.

Janice Bryant
(Notary Signature)



My commission expires:

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 2nd day of October, 1996, before me the subscriber, Julia R. Jones, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James H. Goetz to me personally known, who stated and acknowledged that he is the Division Vice ^{President} of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of October, 1996.

Julia R. Jones
(Notary Signature)

My commission expires:

2-27-2000



JULIA R. JONES
Notary Public, State of Ohio
My Commission Expires Feb. 27, 2000

EXHIBIT A

No. 24C: (Surface Transportation Board Recordation No. 11481-B)

Lease of Railroad Equipment dated as of February 1, 1980 among Trailer Train Company and First Security Bank, a financial services company of First Security Corporation as successor to First Security State Bank, not in its individual capacity, but solely as Trustee for Schuler Industries, Inc.

EXHIBIT B

Railcars:

101	89'4" TOFC/COFC Flatcars	TTWX 992760 - 992777, inclusive TTWX 992780 - 992852, inclusive TTWX 992854 - 992863, inclusive
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